

**MEMORANDUM
AGRICULTURE, PARKS,
AND NATURAL RESOURCES**
County of Placer

TO: Honorable Board of Supervisors **DATE:** July 22, 2025
FROM: Josh Huntsinger, Director of Agriculture, Parks, and Natural Resources
BY: Erika Seward, Parks Administrator
SUBJECT: Agreement with the State of California Related to the Bear River Fishing Access Area

ACTION REQUESTED

1. Adopt a Resolution approving and authorizing the Chair to execute an Agreement with the State of California, acting through its Department of Fish and Wildlife, related to the Bear River Fishing Access Area.
2. Determine the proposed action is exempt from environmental review pursuant to CEQA Guidelines Sections 15301 and 15061(b)(3).

BACKGROUND

The California Department of Fish and Wildlife (CDFW) acquired the Bear River Fishing Access Area (Property) located near the City of Colfax, California on April 11, 1967. On April 30, 1968, CDFW and the County of Placer (County) entered a 30-year agreement under which the County provided maintenance and upkeep on the portion of the Property located in Placer County. On November 13, 1997, CDFW and the County (Parties) executed a 20-year "Operating Agreement for Bear River Fishing Access, Placer County" (OA1997) which provided for County operation of the Property, subject to certain terms and conditions. The Parties amended OA1997 on May 18, 2001, to extend the term until November 12, 2022. On February 7, 2023, the Parties executed a Memorandum of Understanding (MOU) that defined roles for maintenance of the Property and management of public day use for a period not to exceed two years. The MOU expired on February 7, 2025 and a Letter of Permission (LOP) was provided by CDFW for the County to temporarily continue providing patrol and janitorial services.

Through the proposed Agreement, both Parties wish to continue supporting public use and access to the Property. The County's responsibilities under the Agreement would be limited to managing park patrol services that include restroom cleaning and garbage service. The term of the Agreement would be five years and would automatically be renewed for one additional one-year term unless terminated prior to the renewal date.

ENVIRONMENTAL IMPACT

The proposed action is exempt from environmental review pursuant to CEQA Guidelines Section 15301 and Section 15061(b)(3) because it concerns the operation and maintenance of an existing facility, and this activity is covered by the common-sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

FISCAL IMPACT

There is no cost to adopt this Resolution. However, the cost of services related to this Agreement has varied annually and is anticipated to cost approximately \$100,000 in FY 2025-26. This is due to existing contracts for patrol services and the cost for trash removal and janitorial supplies. Sufficient funding for services provided under the Agreement is included in the FY 2025-26 budget.

Honorable Board of Supervisors

July 22, 2025

Agreement with the State of California Related to the Bear River Fishing Access Area

Page 2

for Parks, Trails, and Open Space and is currently funded by the General Fund. Staff will make every effort to mitigate the impact to the General Fund in future years while balancing the responsibilities under the Agreement.

ATTACHMENTS

Attachment A – Resolution

Exhibit 1 – Bear River Fishing Access Agreement

Before the Board of Supervisors County of Placer, State of California

In the matter of:

A Resolution approving and authorizing the Chair to execute an Agreement with the State of California, acting through its Department of Fish and Wildlife, related to the Bear River Fishing Access Area.

Resolution No.: _____

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held July 22, 2025 by the following vote:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:

Clerk of said Board

WHEREAS, the State of California, acting through its Department of Fish and Wildlife (CDFW) owns CDFW Property #00166, "Bear River Fishing Access" which is located near the City of Colfax, California, on APNs 0071-0100-0018, 00100-0010-0033, 00100-0180-0012, and 00101-0110-0011 (Property); and

WHEREAS, CDFW acquired the Property on April 11, 1967, as reflected in Document No. 9638 in Volume 1158, Page 138 of the Official Records of Placer County and in Document No. 4491 in Volume 423, Page 62 of the Official Records of Nevada County; and

WHEREAS, CDFW holds the Property as a fishing access; and

WHEREAS, on April 30, 1968, the CDFW and the County entered a 30-year agreement under which the County provided maintenance and upkeep on the portion of the Property located in Placer County. The termination date of that agreement was January 1, 1998; and

WHEREAS, on November 13, 1997, the Parties executed a 20-year “Operating Agreement for Bear River Fishing Access, Placer County” which provided for County operation of the Property, subject to certain terms and conditions (OA1997); and

WHEREAS, the Parties amended OA1997 on May 18, 2001, to extend the term until November 12, 2022; and

WHEREAS, on February 7, 2023, the Parties executed a Memorandum of Understanding that defined roles for maintenance of the Property and management of public day use for a period not to exceed two years and the MOU expired on February 7, 2025; and

WHEREAS, the County received a Letter of Permission from CDFW to temporarily continue providing services; and

WHEREAS, both Parties wish to continue supporting public day use of and access to the Property while defining the Parties’ respective roles and responsibilities.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Placer, State of California, that the Board approves and authorizes the Chair to execute an Agreement with the State of California, acting through its Department of Fish and Wildlife, related to the Bear River Fishing Access Area, as set forth in Exhibit “1” attached hereto and incorporated herein.

Exhibit 1 – Bear River Fishing Access Agreement



**AGREEMENT BETWEEN
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
AND THE COUNTY OF PLACER
RELATED TO BEAR RIVER FISHING ACCESS**

I. INTRODUCTION AND BACKGROUND

A. This Agreement (AGREEMENT) is by and between the State of California, acting through its Department of Fish and Wildlife (CDFW or State) and the County of Placer (County), a political subdivision of the State of California, collectively referred to as Parties, and will become effective as of the latest date shown below on the signature page (Effective Date).

B. This AGREEMENT regards CDFW Property #00166, "Bear River Fishing Access" which is located near the City of Colfax, California, on APNs 0071-0100-0018, 00100-0010-0033 and 00100-0180-0012, 00101-0110-0011, as reflected in Exhibit 1 to this AGREEMENT, attached and incorporated by reference, and referred to herein as the "Property."

C. CDFW acquired the Property on April 11, 1967, as reflected in Document No. 9638 in Volume 1158, Page 138 of the Official Records of Placer County and in Document No. 4491 in Volume 423, Page 62 of the Official Records of Nevada County.

D. CDFW holds the Property as a fishing access.

E. On April 30, 1968, the CDFW and the County entered a 30-year agreement under which the County provided maintenance and upkeep on the portion of the Property located in Placer County. The termination date of that agreement was January 1, 1998.

F. On November 13, 1997, the Parties executed a 20-year "Operating Agreement for Bear River Fishing Access, Placer County" which provided for County operation of the Property, subject to certain terms and conditions (OA1997).

G. The Parties amended OA1997 on May 18, 2001, to extend the term until November 12, 2022.

H. On February 7, 2023, the Parties executed a Memorandum of Understanding that defined roles for maintenance of the property and management of public day use for a period not to exceed two (2) years.

I. Both Parties wish to continue supporting orderly public use and access to the Property while defining the Parties' respective roles and responsibilities, and for that purpose the Parties enter this AGREEMENT.

II. TERM & TERMINATION

A. The term of this AGREEMENT shall be five (5) years, commencing on the Effective Date. The term will automatically renew for one additional one-year term unless the AGREEMENT is otherwise terminated pursuant to the terms herein.

B. CDFW or County may terminate this AGREEMENT for any reason or no reason upon at least thirty (30) days' written notice to the other Party.

C. Either Party may terminate this AGREEMENT for cause if the other Party materially breaches its obligations under this AGREEMENT and such breach is not cured within thirty (30) days after written notice of such breach, or after such longer time as the non-breaching Party may specify in the notice.

III. AUTHORITY TO ENTER INTO THIS AGREEMENT

A. Pursuant to California Fish and Game Code section 1226, CDFW may enter into agreements to accept services from public entities for purposes relating to the conservation programs, projects, and activities of the department.

B. County authorized the execution of this AGREEMENT by the signatory below through Resolution No. _____, approved _____.

IV. GENERAL PROPERTY USE

A. **Camping** - Family and group camping is not allowed on the Property.

B. **Fires** – Visitors are prohibited from using any form of fire on the Property.

C. **Improvements**- All improvements to the Property must have written CDFW approval before implementation.

V. ROLES & RESPONSIBILITIES

A. **County Responsibilities.** The County will provide for the following activities to be performed in the day-use fishing access portion of the Property located in Placer County:

1. **Park Patrol.** The County will fund and manage park patrol services.

a. The County will have sole discretion to select the park patrol service contractor.

- b. A park patrol will be on site twice per week, on average, as designated by the County.
- c. The park patrol service will include **routine restroom cleaning**, which typically consists of cleaning the restrooms twice per week.
- d. The park patrol service will include **routine garbage service**, which typically consists of emptying trash bins twice per week.
- e. The park patrol will not be required to have POST certification and will not have law enforcement capabilities. Park patrol will report any concerns about unlawful activity to local law enforcement agencies.
- f. The County will provide park patrol reports to CDFW upon request.

Any improvements made and installed on the premises at County's cost during the current AGREEMENT shall be and remain the property of County during the term hereof, but in the event this AGREEMENT is terminated, CDFW may require County to remove said improvements or have them removed, and restore the Property to pre-AGREEMENT conditions, and charge County for the cost thereof.

B. CDFW Responsibilities

- a) CDFW will assign a staff representative to act as liaison and daily point of contact with the County for the term of this AGREEMENT. The contact information for the CDFW liaison will be provided in writing to the County's contact information below and will be kept current.
- b) CDFW assumes all responsibility for general land management including vegetation management, erosion control, riparian health, and protection of natural features.
- c) CDFW will provide the maximum available patrol of the Property by CDFW Game Wardens.
- d) CDFW will provide the County with a right of entry through the Property to the County-owned parcels, Assessor's Parcel Numbers 101-120-040-000 (6.95 acres) and 101-120-038-000 (2.95 acres) for the allowance of County officers, agents, assigns as well as all inspections and administrative actions necessary to carry out the terms of the conservation easement over said parcels by the Placer Land Trust and its officers, agents, and assigns.

VI. MUTUAL HOLD HARMLESS

Pursuant to their authority under Government Code 895.4, the parties agree as follows:

A. It is agreed that CDFW shall defend, hold harmless, and indemnify County and its officers, employees, agents, and volunteers from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this AGREEMENT and which result from the acts or omissions of CDFW and/or its officers, employees, agents, and volunteers.

B. It is agreed that County shall defend, hold harmless, and indemnify CDFW and its officers, employees, agents, and volunteers from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this AGREEMENT and which result from the acts or omissions of County and/or its officers and employees.

C. The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

D. In the event of concurrent negligence (or intentional/reckless acts) of County and/or its officers and employees, on the one hand, and CDFW and/or its officers, employees, agents, and volunteers, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this AGREEMENT shall be apportioned according to the California theory of comparative fault.

VII. GENERAL PROVISIONS

A. Nothing in this AGREEMENT is intended to or shall be construed to limit or affect in any way the authority or responsibilities of CDFW or County. Nothing in this AGREEMENT binds CDFW or County to perform beyond their respective authorities.

B. Each Party to this AGREEMENT is acting in an independent capacity and not as officers, agents, or employees of the other.

C. If the State Budget Act of the current year and/or any subsequent years covered under this AGREEMENT does not appropriate sufficient funds to CDFW and/or County for the purposes of this AGREEMENT, this AGREEMENT shall be of no force and effect for that fiscal year. If the funding for this AGREEMENT for any fiscal year is reduced or deleted by the State Budget Act, any party may offer the other party an amendment to this AGREEMENT to reflect the reduced funding, however, no party is obligated to accept the other party's proposed AGREEMENT amendment.

D. Nothing in this AGREEMENT is intended to or shall be construed to restrict CDFW or County from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

E. Any information furnished between the partner agencies under this AGREEMENT may be subject to the California Public Records Act, Government Code § 7920.000 et seq. The partner agencies agree to consult each other prior to releasing potentially privileged or exempt documents.

F. This AGREEMENT is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

G. All cooperative work under the provisions of this AGREEMENT will be accomplished without discrimination against any employee because of race, sex, creed, color, national origin, or any other legally protected class as identified in federal or California state law, the United States Constitution or the California State Constitution, as applicable.

H. Either party to this AGREEMENT will obtain prior approval from the other Party for any press releases, published advertisements, or other statements intended for the public that relates to this AGREEMENT.

VIII. NOTICE

Any notice, request, demand, or other communication required or authorized under this AGREEMENT shall be deemed to be properly given when:

A. Delivered personally to the person below, as of the date of delivery; or

B. Mailed to the physical address listed below by U.S. Mail or similar service, with postage prepaid and properly addressed, as of the date of postmark; or

C. Emailed to the email address(es) below, as of the date a read receipt, an acknowledgement from the recipient, or other proof of delivery is received by the sender.

CDFW: California Department of Fish and Wildlife
 North Central Region
 1701 Nimbus Road, Rancho Cordova, CA 95670
 c/o Jason Holley
 Phone: 916-827-6851
 Email: ryan.leahy@wildlife.ca.gov

COUNTY: Placer County
Department of Agriculture, Parks, and Natural Resources
2855 2nd Street, Auburn, CA 95603
Phone: (530) 886-4901
Email: parks@placer.ca.gov

With a copy to:

Placer County Counsel's Office
175 Fulweiler Avenue, Auburn, CA 95603
countycounsel@placer.ca.gov

IX. APPROVALS

**CALIFORNIA DEPARTMENT OF FISH
AND WILDLIFE (CDFW)**

Signature

Print Name

Date: _____

COUNTY OF PLACER (COUNTY)

Chair, Board of Supervisors

Date: _____

Approved as to Form
Office of Placer County Counsel

Date: _____

EXHIBIT 1 PROPERTY MAP

